

**EXHIBIT B**

**(Highlighted Provisions Pursuant to Del. Bankr. L.R. 6004-1)**

In accordance with Local Rule 6004-1, the Debtors respectfully represent the following:

- (1) **Sale to an Insider**: The Buyer is not an insider of the Debtors.
- (2) **Agreements with Management**: Not applicable to Sale.
- (3) **Releases**: Not applicable to sale.
- (4) **Private Sale/No Competitive Bidding**: The Sale is being proposed as a private sale. No further auction is contemplated. Competitive bidding was accomplished through the Seller's marketing process as detailed in the Motion. The proposed Sale is subject to higher and better bids that may be received prior to entry of an order approving the Motion.
- (5) **Closing and Other Deadlines**: Both Buyer's and Debtors' obligations under the Purchase Agreement are subject to Bankruptcy Court approval occurring on or before (i) 30 days after the filing of the Effective Date and (ii) as soon as practicable after (a) the Objection Period Expires or (b) all filed objections have been withdrawn or resolved and (c) the Seller has received Lender Approval (as defined in the Purchase Agreement).
- (6) **Good Faith Deposit**: Concurrently with the mutual execution and delivery of the Purchase Agreement, Buyer delivered a deposit in the amount of \$25,000 held in trust by Tennessee Valley Title Insurance Co., as Escrow Agent (as defined in the Purchase Agreement). In the event that the closing fails to occur by reason of the failure of any condition set forth in the Purchase Agreement (where such failure is not the result of a default of Buyer's obligations), Buyer shall be entitled to the prompt return of the deposit.
- (7) **Interim Arrangements with Proposed Buyer**: The Debtors have not entered into any interim arrangements with the Buyer. The Debtors intend to enter post-closing into the Post-Closing Occupancy Agreement as set forth in the Motion and the Purchase Agreement, which is included in **Exhibit A** to the Motion.
- (8) **Use of Proceeds**: Any proceeds of Sale shall be used or paid in accordance with the Final DIP Order.
- (9) **Tax Exemption**: No tax exemptions under section 1146(a) of the Bankruptcy Code are contemplated in connection with the Sale.
- (10) **Record Retention**: Not applicable to Sale.
- (11) **Sale of Avoidance Actions**: Not applicable to Sale.
- (12) **Requested Findings as to Successor Liability**: The Purchase Agreement contains no provisions related to the Buyer's successor liability.

- (13) **Sale Free and Clear of Unexpired Leases:** Not applicable. No leasehold interest applies to the Assets, other than (a) the Renasant Bank lease disclosed in the Motion and (b) the potential Post-Closing Occupancy Agreement.
- (14) **Credit Bid:** Credit bids shall be accepted in accordance with section 363(k) of the Bankruptcy Code.
- (15) **Relief from Bankruptcy Rule 6004(h):** As noted in the Motion, the Debtors are requesting relief from the 14-day stay imposed by Rules 6004(h) and 6006(d).